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the result of a sale under a prior writ; and in the last case had it returned with the endorsement that no property other than that attached could be found, erroneously supposing that would be necessary to enable him to maintain the bill in equity as a creditor, in which suit the objection was made.

One case is found which seems to sustain the holding that by ordering the first execution returned the lien of the attachment judgment was abandoned. While that case was pending the term of the sheriff who levied the attachment had expired. The first execution was given to the new sheriff. Probably the creditor then discovered the cases in which it has been held that the officer who begins executing process must complete it, and that the execution on the attachment judgment must be executed by the old sheriff, though out of office. See *McKay v. Harrower* (1858), 27 Barb. 463. At all events he ordered the new sheriff to return the writ unsatisfied without making any levy, which was done. A new execution was then taken out and given to the old sheriff, who proceeded under it to sell the attached lumber in his hands. The defendant's assignee thereupon brought an action for the possession of the lumber; and the court held that the new sheriff could and should have executed the first writ, and that by ordering it returned the attaching creditor had abandoned it. *Butler v. White* (1879), 25 Minn. 432.

RECENT IMPORTANT DECISIONS

ADMINISTRATOR—DEBT DUE FROM HIM TO THE ESTATE—EFFECT OF ADMINISTRATOR'S INSOLVENCY.—One who was indebted to an intestate, was appointed administrator of his estate. On final accounting, he asked to be discharged without paying the debt, on showing that he was at the time of his appointment, and has since been, entirely insolvent. *Held*, that upon such a showing he was entitled to be discharged without paying the debt. *In re Howell's Estate* (1902),—Neb.—, 92 N. W. Rep. 760.

It was conceded that the Massachusetts rule was to the contrary effect and that certain other states had adopted it. See *CROSWELL EX'R'S AND ADM'R'S* §§ 485, 534. But it was insisted that "the later cases hold that where the administrator or executor is shown to have been insolvent at the time of his appointment, during the incumbency of his office, and at the time of his discharge, his bondsmen are not liable for his individual debt," citing *In re Walker's Estate*, 125 Cal. 242, 57 Pac. 991, 73 Am. St. Rep. 40; *Baucus v. Slover*, 89 N. Y. 1, 107 id. 624, 13 N. E. 938; *Keegan v. Smith*, 39 N. Y. Suppl. 826; *In re Georgi*, 47 N. Y. Suppl. 1061; *McCarty v. Frazer*, 62 Mo. 263; *Harker v. Irick*, 10 N. J. Eq. 269; *Rader v. Yeargin*, 85 Tenn. 486, 3 S. W. 178; *State v. Gregory*, 119 Ind. 503, 22 N. E. 1; *Condit v. Winslow*, 106 Ind. 142, 5 N. E. 751; *Griffith v. Chew*, 8 Serg. & R. 17, 11 Am. Dec. 556; *Tarbell v. Jewitt*, 129 Mass. 457; *Lyon v. Osgood*, 58 Vt. 707, 7 Atl. 5.

AGENCY—ACTION BY UNDISCLOSED PRINCIPAL—ABSTRACTER'S LIABILITY FOR DEFECTIVE ABSTRACT.—Plaintiff desiring to borrow money upon a mortgage upon real estate, applied to a firm of money-loaners, and delivered to them his abstract of title which they were to have corrected to date. The firm sent the abstract in their own names to defendant, an abstracter of title,